

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8362686

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
VERITIV OPERATING COMPANY	11/30/2023

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA
Street Address:	155 WELLINGTON STREET W.
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5V 3H1

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	D689360
Patent Number:	8783461
Patent Number:	10640279
Patent Number:	7648031
Patent Number:	11661247
Patent Number:	D671003
Patent Number:	8668133
Patent Number:	8789704
Application Number:	17559460

CORRESPONDENCE DATA

Fax Number: (212)909-6836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: XIUNA LIN, ESQ.

Address Line 1: 66 HUDSON BOULEVARD

Address Line 2: DEBEVOISE & PLIMPTON LLP

Address Line 4: NEW YORK, NEW YORK 10001

ATTORNEY DOCKET NUMBER:	15555-1994
NAME OF SUBMITTER:	XIUNA LIN
SIGNATURE:	/Xiuna Lin/
DATE SIGNED:	01/04/2024

Total Attachments: 5

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TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the “Agreement”), dated as of November 30, 2023, made by Veritiv Operating Company, a Delaware corporation (the “Grantor”), in favor of ROYAL BANK OF CANADA, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) for the banks and other financial institutions (the “Lenders”) that are parties to the Term Loan Credit Agreement, dated as of November 30, 2023 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are members of an affiliated group of companies that includes the Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors (as defined therein) and the other parties thereto have executed and delivered a Term Loan Guarantee and Collateral Agreement, dated as of November 30, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Patents granted by the Grantor in the

ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Patents now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

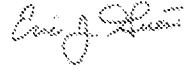
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution", "signed", "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VERITIV OPERATING COMPANY



By: _____

Name: Eric J. Guerin

Title: Senior Vice President and
Chief Financial Officer

ROYAL BANK OF CANADA,
as Agent

By: Casey Clark
Name: Casey Clark
Title: Manager, Agency Services

SCHEDULE I

PATENTS

Title	Country	Application/Patent Nos.	Current Owner
CARTON	USA	App. No. 29/414,836 Patent No. D689360	Veritiv Operating Company
COLLAPSIBLE BULK BIN CONTAINER	USA	App. No. 13/111,552 Patent No. 8783461	Veritiv Operating Company
CONTAINER ASSEMBLY WITH SYRINGE	USA	App. No. 16/052,248 Patent No. 10640279	Veritiv Operating Company
INSERT FOR PROTECTING A PRODUCT WITHIN A BOX	USA	App. No. 11/299,978 Patent No. 7648031	Veritiv Operating Company
INTEGRATED CORNER LOCK ASSEMBLY AND METHODS	USA	App. No. 17/559,460 Patent No. Pending	Veritiv Operating Company
PRODUCT PACKAGING AND LOCKING MECHANISMS	USA	App. No. 17/235,211 Patent No. 11661247	Veritiv Operating Company
RAMP	USA	App. No. 29/415,220 Patent No. D671003	Veritiv Operating Company
RETRACTABLE CONTAINER WITH SUPPORT LEGS	USA	App. No. 13/190,711 Patent No. 8668133	Veritiv Operating Company
SHIPPING AND DISPLAY CONTAINER	USA	App. No. 13/477,149 Patent No. 8789704	Veritiv Operating Company